

Terms and Conditions of Hire

1. General

“the Company” means Way Ahead (Mud and Sweat). “the Hirer” means the person or company who agrees or has agreed to hire the Goods or whose order for the Goods is accepted by the Company. “the Goods” means the goods which the Company is to hire to the Hirer. “the Services” means any level of service provided in setting up, de-rigging and utilising equipment. “the Fee” means the fees as stated on the Order as being payable by the Hirer to the Company for the hire of the Goods or Services in accordance with the Company’s current fee structure, as amended from time to time, excluding carriage, insurance and VAT. “the Conditions” means the standard terms and conditions of hire set out in this document and includes any special terms and conditions agreed in writing between the Company and the Hirer. “the Order” means the written order in the prescribed form placed by the Hirer with the Company for the provision of the Goods or Services. “the Term” means the period in which the Goods remain in the possession of the Hirer in accordance with the Order

2. Acceptance of Conditions - The Hirer’s acceptance of equipment/services on hire implies acceptance of our Terms and Conditions of Hire as given below.

3. Hire Charges – Period of Hire

The Term shall commence on the earlier of the date specified on the Order or on the date on which the Goods are collected by or delivered to the Hirer. The Term shall end on the earlier of the date specified on the Order or the date on which the Goods are redelivered to or collected by the Company. In the event of the equipment not being returned to the Company on time at the end of the hire period, unless by prior arrangement with the Company, then the hire charge will continue to be levied at the DAILY RATE until such time as the equipment is returned complete to the Company’s premises. (In the event of the goods being returned incomplete, the company reserves the right to invoice the Customer for the missing item(s) in full and to waive the additional hire charges).

4. Currency, VAT, Prices and Charges - All hire charges are shown in £’s sterling and are subject to VAT at the current rate. We reserve the right at any time, to alter prices without notification. Prices shown do not include delivery or installation charges, but these will be quoted extra and carried out by arrangement.

5. Payment of Fee

Customers/Hirers will be required to pay the hire/service charges at 50% of total invoice upon agreement of contract (non-returnable) and the remainder (inclusive of any extras if required by customer) within 14 prior to the completion of the Hirers event. Before the hiring commences (i.e. collection/delivery of the goods), the company shall be required to provide an official order or an invoice for the total cost. If the hire equipment is to be collected by the customer, the customer shall provide such proof of identity at the time of collection. The Company shall have no obligation to supply Goods/Services to the Hirer in accordance with any Order until the Fee has been paid in advance of the commencement of the Term and the Company is in receipt of cleared funds.

6. Defective Goods

The Hirer shall report any defects or malfunction in the Goods within 24 hours of delivery and shall, if so requested by the Company, return the Goods to the Company for inspection. If the Company agrees in its absolute discretion that the Goods are not functioning properly, it shall use all reasonable endeavours (but shall not be bound) to provide a suitable replacement or make good such defect or failure by repair at the Company’s option. Subject only to the above, the Company accepts no responsibility for any loss, damage, costs, claims or expenses suffered or incurred by the Hirer or by any third person (including the Hirer’s servants or agents).

7. Use

The Goods shall be under the control of the Hirer at all times from delivery until redelivery, and the Hirer shall ensure that Goods are used safely in accordance with any instructions provided and without risk to health, are used by competent and duly licensed operators as the case may be, and are not used for any purpose for which they not designed or reasonably suitable. The race arch must not be situated underneath or near any overhead wires, cables or trees. It must also be situated on level ground.

8. Indemnity

The Hirer shall be responsible for and shall indemnify the Company against all loss or damage caused to or by the Goods from whatever cause arising.

9. Insurance to Cover Loss or Damage

The Hirer assumes complete responsibility for loss of or damage to the hire equipment (other than fair wear and tear) from the time the equipment leaves the Company’s premises or transport, until it is returned to it. To this end, it is a condition of hire that the customer will

arrange insurance cover to provide for the risks of; Theft, Fire, Accidental Damage, Personal Injury & Public Liability, and in addition the Customer will indemnify the Company against any and all claims for the said risks.

10. Retention of Title

The Hirer shall keep the Goods in its sole possession and shall not lend the Goods or sublet them to any person or otherwise part with possession of them in any way. The Hirer acknowledges that the Goods remain the property of the Company at all times and must not in any circumstances be sold or used as security. The Hirer shall not permit any lien to be created on the Goods or pledge the Company's credit for repairs to them.

11. Maintenance

The Company will maintain the Goods at its own expense and the Hirer shall, when required by the Company, grant access to the Goods for the purpose of inspecting them and carrying out any work of maintenance or repair.

12. Repairs

In the event of loss or theft of the hire equipment the Company will invoice the Customer in full for replacement of the equipment or equivalent market value to that day. In the event of damage to the equipment, the company will, at its option, invoice the Customer in full for the repairs to, or the replacement of the equipment.

12.1 The Hirer must not repair or attempt to repair the Goods in the event of damage or breakdown but must at once notify the Company.

12.2 If the damage or breakdown has been caused by the fault or carelessness of the Hirer or by misuse of the Goods, the repair will be at the expense of the Hirer.

12.3 In any case other than under clause 10.2 above the repair will be at the expense of the Company.

12.4 The Company may substitute other Goods of a similar type or condition in lieu of repairing the Goods without relieving the Hirer from responsibility for the cost of repair under clause 12.2 and without extending the period of hire.

12.5 The Company may terminate the hiring by written notice to the Hirer at any time if in the sole opinion of the Company the Goods are not worth repairing or cannot be repaired; in such event (except where clause 12.2 applies) the Company shall repay the hire rent for any outstanding period for which it has already been paid.

12.6 Nothing in this clause shall affect or diminish the liability of the Hirer for any breach of these Conditions or render the Company liable to the Hirer for any resultant or consequential loss, damage or inconvenience.

13. Cancellation - In the event of cancellation of a hire/service booking within 28 days prior to the start of the period of hire/booking, 50% of the total charge will be levied, if the cancellation is within 6 working days of the first day of hire/service booking, 100% of the hire/service charge will be payable by the customer. If our event team or delivery driver arrives on site to find the event cancelled, then the Customer shall pay the full hire charge including carriage.

The Term shall without notice but at the option of the Company end, and the Hirer shall no longer be in possession of the Goods with the Company's consent, in any of the following circumstances:

13.1 a default by the Hirer in the payment of any money due under these Conditions for a period of 7 days;

13.2 a breach by the Hirer of any of the provisions of these Conditions other than those relating to the payment of money;

13.3 the Hirer presenting or allowing to be presented an application for an interim order or a petition for a bankruptcy order within the meaning of the Insolvency Act 1986 or allowing the levy of any distress or execution against the Hirer;

13.4 The Hirer entering into or attempting to enter into a composition with creditors or (in the case of a limited company) going into liquidation except a voluntary liquidation for the purpose of amalgamation or reconstruction on terms previously approved by the Company in writing;

13.5 a receiver or administrator being appointed in respect of the Hirer's assets or any of them, or a meeting, whether formal or informal, being called of the Hirer's creditors or any of them.

14. Termination of Liability

The Company shall not have any liability under or be deemed to be in breach of these Conditions for any acts, events, omissions, accidents, delays or failures in performance which result from circumstances beyond the reasonable control of the Company, including without limitation; strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm, or poor weather or default of suppliers or sub-contactors or war, civil war, armed conflict or terrorist attack, nuclear, chemical or biological contamination or sonic boom. Including but not limited to causes arising from acts omissions of the Hirer.

15. Notices

Any notice given in relation to these Conditions shall be sufficiently given or made if sent by email or post to each of the parties as the addresses listed in the Order. Any notice shall be deemed to be received 48 hours after posting.

16. Overdue Accounts - The Company may at its option, in the case of outstanding debts which have become overdue, refuse to supply further goods on hire until such time as outstanding invoices are paid, for the purpose of this clause any remittance received will be applied to the outstanding

17. Errors and Descriptions - Every effort will be made by the Company to ensure accuracy of any technical data or literature made available in relation to the Goods. The Company accepts no liability for any damage or injury arising from any errors or omissions in such technical data to the Hirer or any third party. No contract can be invalidated due to printing or clerical errors. Any descriptions of Goods are for guidance only and shall not constitute the contract 'safe by description'.

18. Applicable Law

These Conditions are subject to the law of England and Wales.

PLEASE KEEP A COPY OF THESE TERMS AND CONDITIONS FOR YOUR RECORDS